

<b>INFORMATION TO OFFERORS OR QUOTERS</b> <b>SECTION A - COVER SHEET</b>		1. SOLICITATION NUMBER  N00014-97-R-0008		2. <i>(X one)</i>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px;"></td> <td>a. Sealed Bid</td> </tr> <tr> <td style="text-align: center;">X</td> <td>b. Negotiated <i>(RFP)</i></td> </tr> <tr> <td></td> <td>c. Negotiated <i>(RFQ)</i></td> </tr> </table>			a. Sealed Bid	X	b. Negotiated <i>(RFP)</i>		c. Negotiated <i>(RFQ)</i>
	a. Sealed Bid										
X	b. Negotiated <i>(RFP)</i>										
	c. Negotiated <i>(RFQ)</i>										

  

**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code) OFFICE OF NAVAL RESEARCH ONR 252 BRIAN GLANCE (703)696-2596 BALLSTON TOWER ONE 800 NORTH QUNICY STREET ARLINGTON VA 22217-5660					
4. ITEM(s) TO BE PURCHASED <i>(Brief description)</i> PERSONNEL SECURITY RESEARCH SERVICES					
5. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>					
X	a. THIS PROCUREMENT IS UNRESTRICTED				
	b. THIS PROCUREMENT IS A ___ % SET-ASIDE FOR ONE OF THE FOLLOWING <i>(X one)</i> . <i>(See Section I of the Table of Contents in this solicitation for details of the set-aside.)</i>				
	(1) Small Business		(2) Labor Surplus Area Concerns		(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION Current Incumbents: BDM Federal, 1801 Randolph Road SE, Albuquerque, NM 87106 Personnel Decision Research Institute, 43 Main Street SE, Riverplace Suite 405, Minneapolis, MN 55414					
7. POINT OF CONTACT FOR INFORMATION					
a. NAME <i>(Last, First, Middle Initial)</i> GLANCE, BRIAN D.			b. ADDRESS <i>(Include Zip Code)</i> Procuring Contracting Officer ONR 252 Office of Naval Research Department of the Navy Arlington, VA 22217-5000		
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> (NO COLLECT CALLS) (703)-696-2596					

8. REASONS FOR NO RESPONSE (X all that apply)			
	c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	e. OTHER (Specify)		
9. MAILING LIST INFORMATION (X one)			
10.RESPONDING FIRM			
a. COMPANY NAME			
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)			

DD FORM 1707 Reverse, MAR 89

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FROM AFFIX  
STAMP  
HERE

SOLICITATION NUMBER N00014-97-R-0008	
DATE (YYMMDD)	LOCAL TIME

TO OFFICE OF NAVAL RESEARCH  
CODE 252:BDG  
BALLSTON TOWER ONE  
800 NORTH QUINCY STREET  
ARLINGTON VA 22217-5660

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING  DO-C9 (U)		PAGE OF  1   56 S   PAGE	
2. CONTRACT NO.  TBD		3. SOLICITATION NO.  N00014-97-R-0008		4. TYPE OF SOLICITATION  SEALED BID (IFB) NEGOTIATED (RFP)  X		5. DATE ISSUED	
7. ISSUED BY OFFICE OF NAVAL RESEARCH DEPT OF THE NAVY CODE 252 BRIAN GLANCE (703)696-2596 BALLSTON TOWER ONE 800 N. QUINCY STREET Arlington, VA 22217-5660				8. ADDRESS OFFER TO (If other than Item 7) See Section L14			
NOTE: In sealed bid solicitations 'offeror' and 'offeror' mean 'bid' and 'bidder'.							
SOLICITATION							
9. Sealed offers in original and <u>See Section L.14</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in ONR, 800 N. Quincy Street, Arlington, VA, 22003 until <u>16:00 EST 15 APRIL 1998</u> .							
CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME  BRIAN GLANCE			B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)  (703) 696-2596		
11. TABLE OF CONTENTS							
SEC.	DESCRIPTION	PAGE(S)	( )	SEC.	DESCRIPTION	PAGE(S)	
PART I -- THE SCHEDULE				PART II -- CONTRACT CLAUSES			
A	SOLICITATION/CONTRACT FORM	1		I	CONTRACT CLAUSES	11-24	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	2		PART III -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
C	DESCRIPTION/SPECS./WORK STATEMENT	2-4		J	LIST OF ATTACHMENTS	24	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS  %		20 CALENDAR DAYS  %		30 CALENDAR DAYS  %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c)( ) 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM 11 Sec. G	
24. ADMINISTERED BY (If other than Item 7)  E COD				25. PAYMENT WILL BE MADE BY  CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
				(Signature of Contracting Officer)			
IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED COST & FIXED FEE
0001	The Contractor shall furnish the necessary personnel and facilities to perform work as described in Section C.3.	*	*	*
0002	Reports and Data in accordance with Exhibit A (DD Form 1423)			NSP
0003	The Contractor shall furnish the necessary personnel and facilities to perform work as described in Section C.4.	*	*	*
0004	Reports and Data in accordance with Exhibit A (DD Form 1423)			NSP
Total		*	*	*

**NOTES:**

\* To be inserted by the offeror

The minimum quantity shall be \$10,000.00 each for CLIN's 0001 and 0003.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

1. The work and services to be performed hereunder shall be subject to the requirements and standards contained in Exhibit A and the following paragraph(s).

2. Introduction

The Contractor shall respond to specific taskings by the Defense Personnel Security Research Center (PERSEREC) to design and conduct personnel security research and development. All work shall take into account previous relevant research conducted for agencies and departments of the United States government as well as that conducted in academia and the private sector. The taskings require detailed knowledge of historic and current government policies related to the field of personnel security. Most taskings will require detailed knowledge of government organizations that make up the personnel security and intelligence communities. Some of the work calls for expertise with the databases and analytical software of the Defense Manpower Data Center (DMDC).

The problems addressed through PERSEREC sponsored research and development will have important implications for government personnel security policy, especially that covering military, civilian and contractor personnel serving the Department of Defense (DoD). Data, research reports and briefings will be provided to high-level government officials. Specific

taskings will be made in two research program areas: clearance processes and security management.

### 3. Clearance Processes

- a. Prescreening - Develop, validate and implement improved prescreening and prenomination interviews and instruments (e.g., life-history questionnaires, integrity tests and personality inventories).
- b. Background investigations - Assess the efficiency, effectiveness and fairness of the investigative process (e.g., productivity of investigations and periodic reinvestigations; selection, training and motivation of investigators).
- c. Personnel security adjudication - Assess the reliability and validity of adjudicators' decisions. Develop decision aids and improved selection procedures for adjudicators. Investigate the use of expert systems to improve the efficiency, effectiveness and fairness of the adjudicative process. Assess the fairness of due process procedures.
- d. Financial/credit - Develop and evaluate new techniques that will enable DoD and other government organizations to identify those employees who are profiting from illegal and proscribed activities. Develop methods to reduce the proportion of people granted clearances who are prone to engage in financially irresponsible acts. Provide legal methods to acquire financial information from individuals occupying very sensitive positions in government. These methods include use of extant databases, self-report forms and the development of new databases using that information. Develop procedures for conducting more efficient and effective credit checks.

### 4. Security Management

- a. Security awareness - Develop programs and tools to enhance security awareness among both cleared and uncleared personnel. Improve the efficiency and effectiveness of security awareness programs through new strategies for shaping positive security-relevant attitudes, motivation and behavior.
- b. Organizational analysis - Determine the cost effectiveness of different personnel security procedures and policies. Assess the pros and cons of restructuring organizations that perform personnel security functions. Conduct risk management analyses comparing different personnel security approaches.
- c. Continuing evaluation - Assess current methods for continuing evaluation of cleared personnel. Develop and validate improved continuing evaluation policies and procedures, to include assessment of the usefulness of individual and supervisory reporting mechanisms, employee assistance programs, position vulnerability, post-employment continuing evaluation, and means to automate continuing evaluation.

### 5. National Agency Checks

The contractor shall cooperate with government personnel performing National Agency Checks (NAC). All onsite contractor personnel that are not required to possess a security clearance shall be subject to a NAC to determine their trustworthiness for unescorted access to restricted

and controlled areas of government facilities. A NAC shall be requested by the ONR Security Division. The results of the NAC will be evaluated by the ONR Security Division to determine the trustworthiness of the contractor employee. ONR will notify the contractor in writing whether the contractor employee will be authorized continued access within government facilities. Onsite contractor personnel not deemed trustworthy will be immediately removed from restricted and controlled government facilities and shall not be permitted access.

#### **SECTION D - PACKAGING AND MARKING**

1. Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

#### **SECTION E - INSPECTION AND ACCEPTANCE**

1. Inspection and acceptance of the final delivery under this contract will be accomplished by the Program Officer designated in Section F of this contract, who shall have at least thirty (30) days after contractual delivery for acceptance.

#### **SECTION F - DELIVERIES OR PERFORMANCE**

1. Orders under this contract (CLINs 0001 and 0003) shall be issued during the period commencing with the effective date of any resultant contract through sixty (60) months. A final report will be prepared, submitted, reproduced, and distributed by sixty days thereafter with the terms of such extension.
2. Contract Line Item Numbers 0002 and 0004 of Section B (Reports and Data) shall be delivered F.O.B. Destination within the time periods stated in Exhibit A and Enclosure No. 1, to the following address:

Defense Personnel Security Research Center  
99 Pacific Street  
Building 455, Suite E  
Monterey, CA 93940

Attn: To Be Inserted at Time of Award  
Ref: Contract To Be Inserted at Time of Award

3. Data deliverables other than specified in Exhibit A shall be set forth in each individual order. Each order will require status reports that show the number of labor hours expended by labor category.

#### **SECTION G - CONTRACT ADMINISTRATION DATA**

1. NAPS 5252.232-9001 SUBMISSION OF INVOICES (COST REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

To Be Inserted at Time of Award

unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Program Officer identified in Section F.2a of this contract.

Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report" is required only with the final invoice.

(f) A Certificate of Performance shall be provided with each invoice submittal.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one

ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

2. Submission of Invoices Directly to Payment Office

a. Pursuant to DFARS 242.803(b)(i)(C), if the cognizant Government auditor has notified the contractor of its authorization to do so, the contractor may submit interim vouchers under this contract directly to the payment office shown in Block 12 of SF-26 instead of to the address shown in subparagraph (b) of section G.1 above.

b. Such authorization does not extend to the first and final vouchers. The contractor shall continue to submit first vouchers to the cognizant auditor shown in subparagraph (b) of section G.1. above. The final voucher shall be submitted to the Administrative Contracting Officer (SF-26 block 6) with a copy to the cognizant auditor.

3. Method of Payment

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

a. Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," not to exceed the amount set forth as "Estimated Cost" in Section B, subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.

b. A fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the contract clause entitled "Fixed Fee", which shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer; however, the Contractor may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

c. If the total level of effort specified in paragraph (d) below is not provided by the Contractor under Contract Line Items 0001 and/or 0003 during the period of this contract, the Contracting Officer shall reduce the fixed fee specified in the schedule equalling the percentage of completion of the work originally contemplated by the particular contract line item.

d. The maximum level of effort for line item 0001 (Clearance Processes) is 181,455 hours and 182,275 hours for line item 0003 (Security Management).

e. Travel and Per Diem Costs: All travel and per diem expenses under this contract shall be reimbursed in accordance with the Joint Travel Regulations (JTR).



4. Procuring Office Representatives

a. In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator - Brian Glance, ONR 252, (703) 696-2596, DSN 426-2596

Inspection and Acceptance - To Be Inserted At Time of Award

Security Matters - Ms. Jennifer Ramsey, ONR 93, (703) 696-4618, DSN 426-4618

Patent Matters - Mr. Frank Nieman, ONR 00CC, (703) 696-4007, DSN 426-4007

b. The Administrative Contracting Officer will forward invention disclosures and reports directly to Patent Counsel (ONR 00CC), Office of Naval Research, Department of the Navy, Arlington, Virginia 22217-5660. The Patent Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Patent Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

5. Type of Contract

This is a cost-plus-fixed-fee indefinite delivery/indefinite quantity completion contract.

6. Individual Compensation Caps

As required by Congressional enactment, individual compensation at a rate in excess of \$200,000 a year for contracts funded with Fiscal Year 1996 appropriations and individual compensation at a rate in excess of \$250,000 a year for contracts funded with Fiscal Year 1997 appropriations are unallowable costs under this contract and may not be reimbursed from Government funds obligated hereto.

For purposes of applying the FY 96 compensation limitation, compensation is as defined in FAR 31.205-6(a). For purposes of applying the FY 97 compensation limitation, compensation is as defined in DFARS 231.205-6(a)(2)(ii).

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

1. ONR 5252.235-9714 REPORT PREPARATION (DEC 1988)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI Z39.18, Scientific and Technical Reports: Organization, Preparation and Production.

2. ONR 5252.210-9708 METRICATION REQUIREMENTS (DEC 1988)

(a) All scientific and technical reports delivered pursuant to the terms of this contract shall identify units of measurement in accordance with the International System of Units (SI) commonly referred to as the "Metric System". Conversion to U.S. customary units may also be given where additional clarity is deemed necessary. Guidance for application of the metric system is contained in the American Society of Testing Materials document entitled "Standard Practice for Use of the International System of Units (The Modernized Metric System)" (ASTM Designation E 380-89A)

(b) This provision also applies to journal article preprints, reprints, commercially published books or chapters of books, theses or dissertations submitted in lieu of a scientific and/or technical report.

3. Invention Disclosures and Reports

(a) The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer.

4. ONR 55252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1996)

The COR for this contract is:

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Name:

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Code:

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Mailing Address:

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Telephone No:

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The Alternate COR for this contract is:

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Name:

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Code:

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Mailing Address:

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Telephone No:

Note: Table to be completed at time of award

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or order).

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or order), the contractor shall promptly notify the contracting officer (ordering officer) in writing. No action shall be taken by the contractor until the contracting officer (or ordering officer) has issued a modification to the contract (or order) or has otherwise resolved the issue.

In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

5. ONR 5252.237-9705 Key Personnel (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least 30 days in advance (60 days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:  
To Be Inserted In Each Individual Order

6. FAR 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the period of performance of this contract (see Section F.)

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

7. FAR 52.216-19 -- Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a combination of items in excess of the maximum total estimated contract consideration in Section B.; or

(2) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

8. FAR 52.216-22 -- Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of

supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEP 2003.

9. Bilateral Orders

a) The Contractor shall not begin any work until a bilateral Order is issued by the Contracting Officer. Upon receipt of a request from the Contracting Officer for supplies or services, the Contractor shall promptly submit to the Contracting Officer a CPFF proposal for the supplies or services so requested. Promptly after submission of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer may negotiate and agree upon a CPFF for the work being ordered. The CPFF and delivery schedule, as agreed upon, shall be set forth in the Order for the supplies or services. Upon receipt of the Order, the Contractor shall promptly commence the work specified therein.

**SECTION I - CONTRACT CLAUSES**

Cost-Plus-Fixed-Fee - Research and Development (FEB 1998) (1)

- \* Applies when contract action exceeds \$10,000.
- \*\* Applies when contract action exceeds \$100,000.
- + Applies when contract action exceeds \$500,000.
- ++ Applies when contract action exceeds \$500,000 and subcontracting possibilities exist.
- Small Business Exempt
- x (DD 250).

**(A) FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:  
<http://www.arnet.gov/far/>

**I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES: -**

**	FAR 52.202-1	Definitions (OCT 1995)
**	FAR 52.203-3	Gratuities (APR 1984)
	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
**	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
**	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
**	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
**	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
**	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
	FAR 52.204-5	Women-Owned Business (OCT 1995)
	FAR 52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
	FAR 52.215-2	Audit and Records - Negotiation (AUG 1996) and Alternate II (JAN 1997)
	FAR 52.215-8	Order of Precedence -Uniform Contract Format (OCT 1997)
+	FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (The provisions of this Clause have been waived by a joint Determination and Findings for the prime contractor only. The clause is applicable to subcontracts over \$500,000).
+	FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (Applicable to subcontracts over \$500,000 only)
	FAR 52.215-14	Integrity of Unit Prices (OCT 1997)
	FAR 52.215-14	Alternate I (OCT 1997) (Applicable if action contracted under Other Than Full and Open Competition)
	FAR 52.215-15	Termination of Defined Benefit Pension Plans (OCT 1997)

	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other than Pensions (PRB) (OCT1997)
	FAR 52.215-19	Notification of Ownership Changes (OCT 1997) (Applicable when Cost or Pricing Data is required)
	FAR 52.216-7	Allowable Cost and Payment (MAR 1997)
	FAR 52.216-8	Fixed Fee (MAR 1997)
**	FAR 52.219-8	Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (JUN 1997)
++	FAR 52-219-9	Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (AUG 1996)
++	FAR 52.219-16	Liquidated Damages -- Subcontracting Plan (OCT 1995)
	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
**	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) (Note: The word "zero" is inserted in the blank space indicated by an asterisk)
	FAR 52.222-3	Convict Labor (AUG 1996) (Reserved when FAR 52.222-20 Walsh Healy Public Contracts Act is applicable)
	FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)
	FAR 52.222-26	Equal Opportunity (APR 1984)
*	FAR 52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
	FAR 52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
*	FAR 52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
**	FAR 52.223-2	Clean Air and Water (APR 1984)
**	FAR 52.223-14	Toxic Chemical Release Reporting (OCT 1996)
	FAR 52.225-3	Buy American Act - Supplies (JAN 1994)
	FAR 52.225-11	Restrictions on Certain Foreign Purchases (OCT 1996)

	FAR 52.227-1	Authorization and Consent (JUL 1995) and Alternate 1 (APR 1984)
**	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
	FAR 52.228-7	Insurance Liability to Third Persons (MAR 1996) (Further to paragraph (a)(3), unless otherwise stated in this contract, type and limits of insurance required are as stated in FAR 28.307-2)
	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
	FAR 52.232-17	Interest (JUN 1996)
	FAR 52.232-23	Assignment of Claims (JAN 1986) and Alternate I (APR 1984)
	FAR 52.232-25	Prompt Payment (JUN 1997)
	FAR 52.232-33	Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
	FAR 52.233-1	Disputes (OCT 1995)
	FAR 52.233-3	Protest After Award (AUG 1996) and Alternate I (JUN 1985)
	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)
+	FAR 52.242-3	Penalties for Unallowable Costs (OCT 1995)
	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)
**	FAR 52.242-13	Bankruptcy (JUL 1995)
	FAR 52.242.15	Stop Work Order (AUG 1989) and Alternate I (APR 1984)
	FAR 52.243-2	Changes Cost-Reimbursement (AUG 1987) and Alternate V (APR 1984)
	FAR 52.244-2	Subcontracts (Cost Reimbursement and Letter Contracts (OCT 1997) and Alternate 1 (AUG 1996)
**	FAR 52.244-5	Competition in Subcontracting (DEC 1996)
	FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 1995)
	FAR 52.245-5	Government Property (Cost Reimbursement, Time and Material or Labor-Hour Contracts) (JAN 1986) (As modified by DoD Class Deviation 97-00002 dated 20 June 1997)



	FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
**	FAR 52.246-23	Limitation of Liability (FEB 1997)
	FAR 52.247-63	Preference for U.S. Flag Air Carriers (JAN 1997)
	FAR 52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
	FAR 52.249-14	Excusable Delays (APR 1984)
	FAR 52.251-1	Government Supply Sources (APR 1984)
	FAR 52.253-1	Computer Generated Forms (JAN 1991)

**II. DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2)**  
**CLAUSES: -**

	DFARS 252.203-7001	Special Prohibition on Employment (JUN 1997)
	DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
**	DFARS 252.209-7000	Acquisition from Subcontractors subject to On-Site Inspection under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)
+	DFARS 252.215-7000	Pricing Adjustments (DEC 1991)
++	DFARS 252.219-7003	Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
	DFARS 252.227-7013	Rights in Technical Data -- Noncommercial Items (NOV 1995), and Alternate 1 (JUN 1995)
	DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)
	DFARS 252.227-7016	Rights in Bid or Proposal Information (JUN 1995)
	DFARS 252.227-7018	Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovation Research (SBIR) Program (JUN 1995)
	DFARS 252.227-7019	Validation of Asserted Restrictions -- Computer Software (JUN 1995)

	DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995)
	DFARS 252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
	DFARS 252.227-7030	Technical Data - Withholding of Payment (OCT 1988)
	DFARS 252.227-7036	Declaration of Technical Data Conformity (JAN 1997)
	DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (NOV 1995)
	DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)
	DFARS 252.232-7006	Reduction or Suspension of Contract Payments upon Finding of Fraud (AUG 1992)
	DFARS 252.235-7002	Animal Welfare (DEC 1991)
	DFARS 252.242-7000	Post-Award Conference (DEC 1991)
	DFARS 252.245-7001	Reports of Government Property (MAY 1994)
x	DFARS 252.246-7000	Material Inspection and Receiving Report (DEC 1991)
	DFARS 252.251-7000	Ordering from Government Supply Sources (MAY 1995)

**(B) The following clause applies to contract actions exceeding \$500,000, when subcontracting possibilities exist. The clause is small business exempt.**

DFARS 252.219-7005 INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS (NOV 1995)

(a) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive 99~ percent of the excess.

(b) The Contractor will not receive this incentive if the Contracting Officer determines that exceeding the goal was not due to the Contractor's efforts (e.g., a subcontractor cost overrun or award of subcontracts planned but not disclosed in the

subcontracting plan). Determinations made under this paragraph are not subject to the Disputes clause.

(c) If this is a cost contract, the limitations in FAR Subpart 15.9 may not be exceeded.

(d) This clause does not apply if the subcontracting plan is a plant, division, or company-wide commercial items plan.

### **(C) ADDITIONAL FAR AND DFARS CLAUSES**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arinet.gov/far/>

X	FAR 52.204-2	Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the contractor)
X	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995) (Applicable to contracts exceeding \$25,000 in value)
X	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) (Applicable if the Contractor did not propose facilities capital cost of money in the offer)
X	FAR 52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997) (Applicable if cost or pricing data or information other than cost or pricing data are required.)
X	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997) (Applicable if cost or pricing data or information other than cost or pricing data will be required for modifications.)
	FAR 52.217-9	Option to Extend the Term of the Contract (MAR 1989) (In paragraph (a), insert "99~", and in paragraph (c), insert "99~"). (Applicable if contract contains line item(s) for option(s)). (Complete the spaces in parentheses).

	FAR 52.219-6	Notice of Total Small Business Set-Aside (JUL 1996), and Alternate I (OCT 1995) (Applicable to total small business set-asides, including SBIR)
	FAR 52.222-20	Walsh Healy Public Contracts Act (DEC 1996) (Applicable if the contract includes deliverable materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000)
X	FAR 52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984) (Applicable only when contract action exceeds \$1,000,000 or when any modification increases contract amount to more than \$1,000,000)
X	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAR 1997) (Applicable if contract provides for performance, in whole or in part, on a Federal facility.)
X	FAR 52.223-6	Drug-Free Workplace (JAN 1997) (Applies when contract action exceeds \$100,000 or at any value when the contract is awarded to an individual)
X	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (SEP 1996) (Applicable when FAR 52.219-09 Small Business and Small Disadvantaged Business Subcontracting Plan, applies)
X	FAR 52.227-10	Filing of Patent Applications - Classified Subject Matter (APR 1984) (Applicable if contract is subject to FAR clauses 52.204-02 and either FAR 52.227-11 or FAR 52.227-12)
X	FAR 52.227-11	Patent Rights - Retention by the Contractor (Short Form) (JUN 1997) (Applicable if contractor is a small business or nonprofit organization)
	<u>OR</u>	
X	FAR 52.227-12	Patent Rights - Retention by the Contractor (Long Form) (JAN 1997) (Applicable if contractor is a large business)

X	FAR 52.230-2	Cost Accounting Standards (APR 1996) (Applicable when contract amount is over \$500,000, if contractor is subject to full CAS coverage, as set forth in 48 CFR Chapter 99, Subpart 9903.201-2(a) (FAR Appendix B)
X	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1996) (Applicable when contract amount is over \$500,000 but less than \$25 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B)
X	FAR 52.230-6	Administration of Cost Accounting Standards (APR 1996) (Applicable if contract is subject to either clause at FAR 52.230-02 or the clause at FAR 52.230-03)
X	FAR 52.232-20	Limitation of Cost (APR 1984) (Applicable only when contract action is fully funded)
X	FAR 52.232-22	Limitation of Funds (APR 1984) (Applicable only when contract action is incrementally funded)
X	FAR 52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) ALT I (JUL 1985) (Applicable if contractor is a nonprofit organization whose primary purpose is the conduct of scientific research)
X	DFARS 252.203-7002	Display of DoD Hotline Poster (DEC 1991) (Applicable only when contract action exceeds \$5 million or when any modification increases contract amount to more than \$5 million)
X	DFARS 252.204-7000	Disclosure of Information (DEC 1991) (Applies when Contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public)

X	DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable only when contract action exceeds \$500,000 or when any modification increases total contract amount to more than \$500,000)
X	DFARS 252.215-7002	Cost Estimating System Requirements (DEC 1991) (Applicable only to contract actions awarded on the basis of certified cost or pricing data)
X	DFARS 252.223-7004	Drug-Free Work Force (SEP 1988) (Applicable (a) if contract involves access to classified information; or (b) when the Contracting Officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of those using or affected by the product of, or performance of the contract.
X	DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable if work requires, may require, or permits contractor performance on a DoD installation)
	DFARS 252.225-7001	Buy American Act and Balance of Payments Program (JAN 1994) (Applicable if the contract includes deliverable supplies)
	DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991) (Applicable when clause at DFARS 252.225-7001 applies)
	DFARS 252.225-7008	Supplies to be Accorded Duty-Free Entry (DEC 1991) (Applicable when clause at DFARS 252.225-7009 applies)
	DFARS 252.225-7009	Duty Free Entry - Qualifying Country End Products and Supplies (JAN 1997) (Applicable if contract includes deliverable supplies)
	DFARS 252.225-7010	Duty Free Entry - Additional Provisions (JAN 1997) (Applicable when clause at DFARS 252.225-7009 applies)
	DFARS 252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (JUN 1997) (Applicable if contract includes deliverable supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)

X	DFARS 252.225-7026	Reporting of Contract Performance Outside the United States (NOV 1995) (Applicable only when contract value exceeds \$500,000 or when any modification increases contract value to more than \$500,000)
X	DFARS 252.227-7034	Patents - Subcontracts (APR 1984) (Applicable when clause at FAR 52.227-11 applies)
X	DFARS 252.227-7039	Patents - Reporting of Subject Inventions (APR 1990) (Applies when clause at FAR 52.227-11 applies)
X	DFARS 252.242-7004	Material Management and Accounting System (SEP 1996) (Applicable to contract actions exceeding \$100,000) (Not applicable to contracts set aside for exclusive participation by small business and small disadvantaged business concerns)

**(D) The following clause is applicable to contract actions of \$100,000 or more:**

DFARS 252.247-7023      TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) As used in this clause:

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and Defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every

character, type and description, with parts, subassemblies, accessories and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or be longing to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ United States-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable;

or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo.
- (2) Required shipping date.
- (3) Special handling and discharge requirements.
- (4) Loading and discharge points.
- (5) Name of shipper and consignee.
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag

vessels, including points of contact (with names and telephone numbers) of at least two (2) U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile messages or letters will be sufficient for this purpose.

(d) The Contractor shall, within thirty (30) days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean-bill-of-lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;



- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief:

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only United States-flag vessels were used for all ocean shipments under the contract.
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
Total			

(f) If the final invoice does not include the required representation, the Government will reject it and return it to the Contractor as an improper invoice for the purposes of Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g), in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulations.

**(E) The following clause is applicable when the Contractor has made a negative response to the inquiry in the representation at DFARS 252.247-7022 and the contract action is for \$100,000 or more.**

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA  
(NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

## **SECTION J - LIST OF ATTACHMENTS**

1. Exhibit A, entitled "Contract Data Requirements List" (DD Form 1423) - 2 pages
2. Enclosure Number 1 to Exhibit A, entitled "Contract Data Requirements List - Instructions for Distribution."
3. Attachment 1, entitled, "Department of Defense Contract Security Classification Specification," - To be attached at time of award (Facility Clearance Required: Top Secret; Level of Safeguarding Required: Secret)
4. Attachment 2, entitled "Personnel Categories", - 6 pages.

## **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

NAME OF OFFEROR (Firm or Organization) \_\_\_\_\_

OFFEROR DUNS NUMBER \_\_\_\_\_

### **K.1. FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **K.2. FAR 52.204-03 TAXPAYER IDENTIFICATION (JUN 1997)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government:

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_ TIN \_\_\_\_\_

**K.3. FAR 52.204-05 WOMEN-OWNED BUSINESS (OCT 1995)**

(a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) Definition.

“Women-owned business concern,” as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose result of

receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**K.4. FAR 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this

provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5. FAR 52.215-04 TYPE OF BUSINESS ORGANIZATION (OCT 1997)**

The offeror or respondent, by checking the applicable box, represents that-

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture; or ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_,

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (Country).

**K.6. FAR 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)**

(a)

(1) The standard industrial classification (SIC) code for this acquisition is **8731**.

(2) The small business size standard is **500 employees**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

"Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the

SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that

(1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **K.7. FAR 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by

explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will - -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES.**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**K.8. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that - -

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.9. FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules



and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.10. FAR 52.223-01 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The offeror certifies that - -

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.11. FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate

thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.12. FAR 52.226-02 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)**

(a) Definitions.

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral Part of such a college or university before November 14, 1986. Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C.1059c(b)(1)).

(b) Representation.

The offeror represents that it --

- [ ] is [ ] is not a Historically Black College or University;  
[ ] is [ ] is not a Minority Institution.

**K.13. FAR 52.230-1 WITH ALT. I COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1996)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant  
ACO or Federal Official Where  
Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant  
ACO or Federal Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

☐ (i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: \_\_\_\_\_

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that

the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

**K.14. DFARS 252.204-7001  
CODE REPORTING (DEC 1991)**

**COMMERCIAL AND GOVERNMENT ENTITY (CAGE)**

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will -

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete Section A and forward the form to DLSC: and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

CAGE CODE: \_\_\_\_\_

**K.15. DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)**

(a) Definitions.

As used in this provision --

"Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

"Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

"Significant interest" means --

(i) Ownership of, or beneficial interest in, five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include:

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

**K.16. DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)**

(a) Definitions.

As used in this provision--

"Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

"Entity controlled by a foreign government" --

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

"Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

"Proscribed information" means--

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information, or
- (v) Sensitive Compartmented Information (SCI).

(b) Prohibition on Award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity  
Controlled by a Foreign  
Government

Description of Interest,  
Ownership Percentage, and  
Identification of Foreign  
Government

**K.17. DFARS 252.247-7022 REPRESENTATION OF EXTENT OF  
TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it --



\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**K.18. Standard Form-LLL, "Disclosure of Lobbying Activities" (2 pages).**

If applicable in accordance with subparagraph (b)(2) of provision K.2. *Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions* (FAR 52.203-11), Standard Form-LLL has been completed in accordance with its instructions and is returned herewith.

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1. FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be // DX rated order; **/X / DO** rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

**L.2. FAR 52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (OCT 1997)**

(a) Definitions. As used in this provision--

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. “Postmark” means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and the envelope or wrapper. (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the “Express Mail Next Day Service-Post Office to Addressee” label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. “Postmark” has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted. (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the

solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled “Facsimile Proposals.” Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative’s identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page</strong> with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page</strong> of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**L.3. FAR 52.215-30 FACILITIES CAPITAL COST OF MONEY (SEP 1987)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Cost of Money.

**L.4. FAR 52.216-01 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **cost-plus-fixed-fee indefinite delivery/indefinite quantity completion contract for Program Areas 1 and 2, Item 0001 and Item 0003.** resulting from this solicitation.

**L.5. FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)**

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

**L.6. FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Brian Glance, ONR 252, Office of Naval Research, 800 North Quincy Street, Ballston Tower 1, Arlington, Virginia 22217-5660.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7. DFARS 252.210-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)**

The specification, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

**Room 720  
Office of Naval Research  
800 North Quincy Street  
Arlington, Virginia 22217-5660**

**L.8. DFARS 252.219-7006 NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUNE 1997)**

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1135d-5(3)). The term also include Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C.1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States," as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of ten percent to the price of all offers, except --

(i) Offers from small disadvantaged business concerns, which have not waived the preference;

(ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;

(iii) Otherwise successful offers of --

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference would cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) Waiver of evaluation preference. A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

\_\_\_\_\_ Offeror elects to waive the preference

(d) Agreements.

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for-

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies (other than procurement from a regular dealer in such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced in the United States by small disadvantaged business concerns, historically black colleges or universities, or minority institutions.



(3) Upon request, a historically black college or university or minority institution offeror will provide the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

**L.9. DFARS 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)**

a. Definitions.

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

b. In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

**L.10. DFARS 252.237-7019 IDENTIFICATION OF UNCOMPENSATED OVERTIME (APR 1992)**

(a) Definitions.

As used in this provision -

(1) "Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA) without additional compensation. Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) "Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40-hour week by 40, and then dividing by the proposed hours per week. For

example, 45 hours proposed on a 40-hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ( $\$20 \times 40$ ) divided by 45 = \$17.78.

(b) For any hours proposed against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals which include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

#### **L.11. PRE-AWARD PATENT RIGHTS DETERMINATION**

The Contracting Officer will determine, in accordance with FAR 27.303, whether the clause entitled "Patent Rights - Retention by the Contractor (Long Form)(FAR 52.227-12)(JUN 1989)"; the clause entitled "Patent Rights - Retention by the Contractor (Short Form)(FAR 52.227-11)(JUN 1989)"; or the clause en-titled "Patent Rights - Acquisition by the Government (FAR 52.227-13)(JUN 1989)" shall be set forth in the contract under Section I; or if any Patent Rights clause is required under the contract.

#### **L.12. SUBMISSION OF COST OR PRICING DATA**

(A) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data with its proposal.

(B) If, after receipt of the proposals, the contracting officer determines that adequate price competition does not exist in accordance with FAR 15.403-1, the offeror shall provide certified cost or pricing data as requested by the contracting officer.

#### **L.13. CONTRACT COST PROPOSAL**

The instruction at L.12 above is not intended to preclude cost information sufficient for a cost realism evaluation. Therefore, the offeror shall submit a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as direct labor and indirect cost. Amounts proposed for travel and other direct costs should be proposed in accordance with G.3.e. and L.14. Part B. The offeror shall provide exhibits as necessary to substantiate the cost elements.

Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission.

**L.14. GENERAL INSTRUCTIONS FOR SUBMISSION OF TECHNICAL AND COST PROPOSALS**

**Part A - Technical and Management Proposal**

- 1) Information for the technical and management proposal shall be placed in Volume I and be completely separate from the cost proposal (Volume II).
- 2) Required Copies:      7 of the Technical Volume  
                                     2 of the Cost Volume

Two original, signed copies of those parts of the solicitation required to be completed and returned (Sections A, B, and K) plus signed solicitation amendments, should be included in the two copies of the Cost Volume to be sent to the ONR contract negotiator.

- 3) Proposal Identification/Mailing - Each offeror should assign its own identifying number to its proposal. The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. Two copies of the complete (cost and technical) proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

RFP No. N00014-97-R-0008  
Closing Date:  
(As specified in Block 9, RFP face page)  
Attn: ONR 252 BDG

The remaining five copies of the technical proposal should be sent to:  
Defense Personnel Security Research Center - PERSEREC  
99 Pacific Street Suite 455-E  
Monterey, CA 93940  
Attn: Dr. James A. Riedel, Director

- 4) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate.

- a. The technical approach for each sample task should not exceed 12 pages, double spaced on 8½" x 11" pages using normal margins.

## Part B - Cost Proposal

The cost proposal should be in Volume II and be completely separate from the technical and management proposal (Volume I). Two (2) copies are required. Each Cost Volume should include a fully executed copy of the solicitation and any amendments (if issued) in original. Offerors should estimate other direct costs and yearly travel and per diem at \$47,500.00 for CLIN 0001 and the same amount for CLIN 0003. Appropriate work spaces and computer equipment will be provided to personnel of the successful offeror, along with telephone equipment, access to copying and faxing machines, and all other routine office support and supplies. These facilities will be located within existing PERSEREC office spaces currently located at the address listed in Section F.2.

### **L.15. INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS**

#### **(A) General**

1. Volume I should describe the Offeror's proposal for completing the personnel security research tasks described in Section L.15B(2). The description should enable evaluators to judge the extent to which the Offeror's proposed technical and project management approaches satisfy the requirements of the government. Each offeror should organize its proposal according to the technical subfactors listed in Section M. The Offeror should prepare technical and management proposals that are specific and in sufficient detail to allow a complete evaluation of the methods proposed for satisfying the requirements as set forth in Section L.15B(2).
2. The Offeror should closely read the evaluation criteria set forth in the RFP prior to preparation of the technical and management proposal. The emphasis placed on any element of the technical and management proposal may affect evaluation of an offeror's proposal upon application of the criteria specified in Section M.
3. The Offeror's technical and management proposal must be prepared as a separate part of the total proposal package. Specific cost or pricing details should be omitted from this section of the proposal.
4. The Offeror should address how much of each offered individual's time will be devoted to this contract if the proposal is successful.
5. The technical and management proposal should contain the following elements which are discussed more fully in subsequent paragraphs:
  - a. Staff Education and Experience
  - b. Technical Approach to the Sample Tasks
  - c. Management Plan for the Sample Tasks
  - d. Past Performance/Corporate Experience
  - e. Commitment to Small Businesses
6. Appropriate work spaces and computer equipment will be provided to the successful offeror, along with telephone equipment, access to copying and faxing machines, and all other routine office support and supplies. These facilities will be located within existing PERSEREC office spaces currently located at the address listed in Section F.2.

## (B) Technical and Management Proposal Elements

## 1. Staff Education and Experience

(a). Resumes: Provide a resume of the education and experience for each of the persons proposed to perform under the two research program areas described in Section C and Attachment 2. Each resume should indicate whether a Single Scope Background Investigation (SSBI) has been completed on the individual. Indicate whether a person is an employee of the Offeror or will be utilized under a consulting agreement or subcontract. Also, indicate whether a person is willing to travel outside the local area for periods of time of up to 5 days. If a person is listed as a key person in the proposal but is not currently employed by the Offeror, a signed letter of intent from the person proposed must be included in the proposal. The Offeror should indicate how much of a person's time will be devoted to the contract if the proposal is successful. Additionally, the Offeror should indicate the program area within which a person will be utilized.

(b). Knowledge, Skills, and Abilities: The professional and technical personnel assigned to the tasks in Section C need to have a working knowledge of personnel security policies, programs and practices in DoD, other federal agencies and the private sector. These personnel should also have a working knowledge of previous personnel security research and attempts to reform personnel security policy and practice in the Government. Researchers must have highly developed personnel security research skills including a working knowledge of theories and methods (research design and analytical techniques) of behavioral science research. Professional and technical personnel should have skill in communicating both orally and in written form. Senior researchers should have the ability to consider the numerous complex issues affecting the technical aspects of conducting personnel security research and the socio-political and legal contexts within which the research findings may be implemented. This broader context must be considered in the research since personnel security impacts on national security. Knowledge, skills, and abilities for the various personnel categories are described in Attachment 2.

(c). Specific - The specific knowledge, skills and abilities required to perform the tasks in Section C include those generally associated with the following disciplines: Security Manpower Policy Analyst, Personnel Research Psychologist, Operations Research Analyst, Computer Systems Analyst, Software Developer, Personnel Security Research Expert, Financial/Credit Analyst, Industrial/Organizational Psychologist, and Test and Measurement Psychologist. These disciplines are further elaborated upon in Attachment 2.

(d). Man-Hour Requirements - The specific skills (as detailed in Attachment 2) and number of labor hours that may be required for the two research program areas are as follows (NOTE: the hours reflected in this table represent hours per year):

<b>Labor categories</b>	<b>Clearance Processes</b>	<b>Security Management</b>	<b>Total</b>
Security Manpower Policy Analyst*	6240	6240	12480
Personnel Research Psychologist*	2080		2080
Operations Research Analyst	1560	520	2080
Computer Systems Analyst*	1560	520	2080
Software Developer*	1560	520	2080

Statistician	520	520	1040
Editorial Assistant	520	520	1040
Personnel Security Research Expert*	9984	6656	16640
Clerical	1560	1560	3120
Senior Management	1073	1073	2146
Financial/Credit Analyst*	5074		5074
Criminal Justice/Criminology		5074	5074
Intelligence Expert		2080	2080
Counterintelligence Expert		2080	2080
Educational Psychologist		1040	1040
Social Psychologist	400	640	1040
Industrial/Organizational Psychologist*		5200	5200
Training Systems Expert		2212	2212
Test and Measurement Psychologist*	4160		4160
<i>Total</i>	<i>36,291</i>	<i>36,455</i>	<i>72,746</i>

\*key personnel

## 2. Technical Approach to Sample Tasks

(a) Describe the technical approach for completing each of the sample tasks described below\*. This approach should specifically address: problem background, a statement of the Offeror's understanding of the problem, methodology, research design, research data collection, data analysis and research reporting. General statements such as "the research task is understood" or stock phrases such as "standard procedures will be employed" or "well-known techniques will be used" are insufficient.

### Sample Task - Clearance Process

Determine the deterrent value of the current procedures for conducting periodic reinvestigation (PR) every five years for holders of top secret clearances. Include a description of current procedures and alternatives for improving the deterrent value and investigative utility of the PR.

### Sample Task - Security Management

Design and develop an enhanced continuing evaluation program to replace personnel security investigative and adjudicative procedures currently applied prior to granting individuals access to classified information (e.g. SSBI, NACs, etc.). The design should allow for identification of procedural and policy issues related to program implementation. The research design should identify the evaluation criteria for assessing the costs and benefits for the new program.

\*Note: If the Offeror is only proposing to work in one of the two research program areas, then address only the sample task dealing with that program area.

## 3. Management Plan for the Sample Tasks

(a) The Offeror should describe specifically how the work activities required to complete the sample tasks described above\*. The Offeror should explain specifically: how research objectives, tasks and deadlines will be determined; how staff responsibilities will be assigned; the number of anticipated direct labor hours required by labor category; whether consultants and/or subcontractors will be utilized; how personnel will be replaced without an adverse impact on performance; the nature of any other direct costs such as those required for computing, reproduction, or special testing; how the quality and timeliness of work performance will be supervised and controlled; how the Offeror will coordinate with the sponsor; how a surge capacity will be maintained to meet unanticipated requirements; and how administrative tasks such as travel, security and resource requests will be handled. Do not include actual labor or indirect cost rates in this presentation. They are to appear only in the cost volume.

\*Note: If the Offeror is only proposing to work in one of the two research program areas, then address only the sample task dealing with that program area

#### 4. Past Performance/Corporate Experience Instructions

(a) The Offeror should submit information for all contracts performed in the last three years that exhibited similar performance requirements to those described in this solicitation. The information should include the contract number, total value, period of performance, point of contact within the awarding organization, and telephone number for the same contact. Include a short narrative description of the work performed and the challenges addressed. The Offeror may also submit relevant past performance information about any proposed key personnel who were involved with relevant work performed by other firms in the recent past. The Government will evaluate the Offeror's past performance using this provided information. The Government reserves the right to contact the listed points of contract and/or other sources to gain information on the scope, quality, and relevance of the Offeror's past performance.

#### 5. Commitment to Small Businesses

(a) It is the intent of the Government to strongly encourage the use of Small, Small Disadvantaged, and Women-Owned Small Businesses and Historically Black Colleges and Universities or minority institutions (HBCU/MIs). This section of the technical proposal addressing the commitment for meaningful work to Small, Small Disadvantaged, and Women-Owned Small Businesses and HBCU/MIs shall separate the subcontracting plan submitted pursuant to FAR 52.219-9. Each Offeror should submit as part of its proposal its written commitment to provide for meaningful work to Small, Small Disadvantaged and Women-Owned Small Businesses and HBCU/MIs in the performance of this contract. The commitment may be in the form of a joint venture, teaming arrangement, or subcontract with one or more qualifying entities. The Offeror's commitment to small business concerns will be evaluated to ensure the commitment to Small, Small Disadvantaged, and Women-Owned Small Businesses and HBCU/MIs is reflected. The criteria for evaluation may include:

- (i) The extent which such firms are specifically identified in proposals;
- (ii) The extent of commitment to use such firms;
- (iii) The complexity and variety of the work small firms are to perform;

- (iv) The realism of the proposal;
- (v) The extent of participation of such firms in terms of the value of the total acquisition.

(b) Each Offeror, other than small business concerns, shall submit as part of its proposal a written subcontracting plan in accordance with the clause entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns and five percent (5%) goal for women-owned small business concerns or a detailed explanation as to why the goal cannot be included in the plan.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1. EVALUATION**

The Government will make a determination of the overall value of each proposal in terms of its potential to best satisfy the needs of the Government, proposed cost and other factors considered. Proposals will be evaluated in accordance with the following criteria. The technical factor is significantly more important than the cost factor. The technical subfactors listed below are in descending order of importance. The cost subfactors listed below are of equal importance.

#### **I. TECHNICAL**

- (a) **Staff Education and Experience**  
The quality and extent of the education and experience of the proposed personnel relevant to the proposed research areas, as set forth in subsection L.15(B)1 of the solicitation.
- (b) **Technical Approach to the Sample Tasks**  
The soundness of the Offeror's technical approach to the sample task(s), including the Offeror's understanding of the technical requirements, as set forth in subsection L.15(B)2 of the solicitation.
- (c) **Management Plan for the Sample Tasks**  
The soundness of the Offeror's project management approach for accomplishing the sample task(s), as set forth in subsection L.15(B)3 of the solicitation.
- (d) **Past Performance/Corporate Experience**  
The quality and quantity of the Offeror's past performance and corporate experience provided in response to subsection L.15(B)4.
- (e) **Commitment to Small Business**  
The extent to which the Offeror identifies and commits for meaningful work to small businesses, small disadvantaged businesses, historically black colleges and universities or minority institutions, and women-owned small



business concerns in the performance of the contract will be evaluated based upon the Offeror's response to subsection L.15(B)5.

## II. COST

- (a) Proposed Overall Cost  
Overall proposed estimated cost and fixed-fee based upon the estimated annual labor requirements stated in Section L.15.B(1)(d). above.
- (b) The Realism Of Proposed Cost  
The realism analysis will be based on the reasonableness and realism of the number of hours, the labor categories, the hourly labor rates, other direct costs, indirect costs, and travel proposed for executing the sample task(s) in L.15.B(2). The proposed estimated cost for the entire contract may be adjusted, for purposes of evaluation, based upon the results of this sample task cost realism evaluation.

## M.2. BASIS FOR AWARD

Award will be made to that Offeror whose proposal is determined to be most advantageous to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low cost offeror. Because technical considerations are more important than cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become.

## M.3. MULTIPLE AWARDS

The Government reserves the right to award one contract for CLINs 0001 and 0002 and one contract for CLINs 0003 and 0004 if determined to be advantageous to the Government.

**ENCLOSURE NUMBER 1  
CONTRACT DATA REQUIREMENTS LIST  
INSTRUCTIONS FOR DISTRIBUTION**

**DISTRIBUTION OF TECHNICAL REPORTS AND FINAL REPORT**

The minimum distribution of technical reports and the final report submitted in connection with this contract is as follows:

ADDRESSEE	DODAAD CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMIT ED AND CLASSIFIED
Program Officer	TBD	1	1
Administrative Contracting Officer*	TBD	1	1
Director, Naval Research Laboratory ATTN: Code 2627 Washington, D. C. 20375	N00173	1	1
Defense Technical Information Center 8725 John J. Kingman Road STE 0944 Ft. Belvoir, VA 22060-6218	S47031	2	2

If the Program Officer directs, the Contractor should make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Program Officer.

**Distribution of Reports which are NOT Technical Reports**

The minimum distribution for reports which are not technical reports is as follows:

ADDRESSEE	DODAAD CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMIT ED AND CLASSIFIED
Program Officer	TBD	1	1
Administrative Contracting Officer*	TBD	1	1

\*Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

## **ATTACHMENT NUMBER 2 PERSONNEL CATEGORIES**

**\* denotes key personnel**

### **Security Manpower Policy Analyst\***

The candidate should have a BA or BS (Masters preferred) in public administration, business, psychology or a similar science, with 3 years minimum experience (5 years preferred) in manpower, personnel security or policy analysis. Knowledge of Federal government personnel security policy and practice (especially in the Department of Defense) is desirable.

The candidate should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, and have a strong familiarity with statistical packages such as Statistical Package for the Social Sciences (SPSS) and SAS. The individual should have writing and interpersonal skills. Good public speaking skills are preferred but not essential. Knowledge and skill in working with the MVS mainframe computer at the Defense Manpower Data Center is highly desirable. This computer must be used in research projects to access and manipulate various personnel data bases as well as to transfer stored information to personal computers. The candidate must have or be able to obtain a Secret security clearance at minimum.

### **Personnel Research Psychologist\***

The individual should have a Masters degree (PhD preferred) in psychology or similar science, with 1 year minimum experience (5 years preferred) in personnel and security research in field. Experience related to DoD personnel security research is preferred.

The candidate should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, and have a strong familiarity with statistical packages such as SPSS and SAS. The individual should have excellent writing and interpersonal skills and be able to speak well in public when presenting data in briefings. Knowledge and skill in working with the MVS mainframe computer at the Defense Manpower Data Center is highly desirable. This computer must be used in research projects to access and manipulate various personnel data bases as well as to transfer stored information to personal computers. The candidate must have or be able to obtain a Secret security clearance should an award be made.

### **Operations Research Analyst**

The individual should have a BA/BS degree (Masters preferred) in management science, operations research or similar science, with a minimum of 3 years experience (5 years preferred) in operations research analysis, preferably in the field of security of personnel security. Experience related to DoD is preferred.

The candidate should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, and have a strong familiarity with statistical

packages such as SPSS and SAS. Good interpersonal skills for communicating research data to others are desired. The candidate must have or be able to obtain a Secret security clearance should an award be made.

### **Computer Systems Analyst\***

The candidate should have a BA/BS (Masters preferred) in computer science or related field, with a minimum of 3 years' experience (5 years preferred) in systems analysis and network administration. In order to perform such duties, the candidate will naturally have full knowledge of computers. Experience working with Windows NT, Oracle, DEC Alpha servers, Windows 3.11, Novell Netware, TCP/IP protocols, mainframe systems, RAID systems, and network security issues preferred. In addition, the candidate should have good interpersonal skills for communicating data to others. The candidate must have or be able to obtain a Secret security clearance should an award be made.

### **Software Developer\***

An individual should have a BA/BS (Masters preferred) in computer science or related field, with a minimum of 3 years' experience (5 years preferred) in programming and user interface design. In order to perform such duties, the candidate will naturally have full knowledge of computers. Experience working with Windows-based applications, SPSS, Oracle and other relational database systems, program application interfaces using Delphi, and Front Page or other HTML generators preferred. In addition, the candidate should have good interpersonal skills for communicating data to others. The candidate must have or be able to obtain a Secret security clearance should an award be made.

### **Statistician**

The candidate should have a BA/BS (Masters preferred) in statistics or a similar discipline, with a minimum of 3 years' experience (5 years preferred) in statistical research and a proficiency in sampling theory.

The candidate should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, and have a strong familiarity with statistical packages such as SPSS and SAS. The individual should have good interpersonal skills for communicating research data to others and must have or be able to obtain a Secret security clearance should an award be made.

### **Editorial Assistant**

The candidate should have a BA in English or related subject, with a minimum of 3 years experience (5 years preferred) in editing academic papers and in writing and editing technical reports in the area of social science or personnel security, preferably in the DoD.

The candidate should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, The individual should have excellent writing

and editing skills, and well-developed interpersonal skills for advising other report-writers. The candidate must have or be able to obtain a Secret security clearance should an award be made.

### **Personnel Security Research Expert\***

The candidate should have a Masters degree (PhD preferred) in social or behavioral science, criminal justice, public administration or similar discipline, with 3 years' experience (5 years preferred) in conducting research in security or personnel security. Knowledge of Federal government personnel security policy and practice (especially in the Department of Defense) is desirable.

The candidate should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, and have a strong familiarity with statistical packages such as SPSS and SAS. Writing skills and well-developed interpersonal abilities are desired, along with experience in public speaking. Knowledge and skill in working with the MVS mainframe computer at the Defense Manpower Data Center is highly desirable. This computer must be used in research projects to access and manipulate various personnel data bases as well as to transfer stored information to personal computers. The candidate must have or be able to obtain a Top Secret security clearance should an award be made.

### **Clerical**

The candidate should have a high school diploma (AA preferred, with a specialty in business administration), with 3 years' experience (5 years preferred) in office procedures, including organizing and maintaining a high-tech office environment.

The candidate should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access. Excellent interpersonal skills are desired. The candidate must have or be able to obtain a Secret security clearance.

### **Senior Management**

The individual should have a PhD in social or behavior sciences or similar discipline, with a minimum of 10 years' research management experience in the private sector or Federal government. Knowledge of Federal government personnel security policy and practice (especially in the Department of Defense) is desirable.

The candidate should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, and have a strong familiarity with statistical packages such as SPSS and SAS. Writing skills and well-developed interpersonal abilities are desired, along with experience in public speaking. The candidate must have or be able to obtain a Top Secret security clearance should an award be made.

### **Financial/Credit Analyst\***

The candidate should have a BA/BS (Masters preferred) in business, finance, accounting, or similar field, with a minimum of 3 years' experience (5 years preferred) in conducting research and analysis in the area of financial/credit.

The candidate should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, and have a strong familiarity with statistical packages such as SPSS and SAS. Writing skills and well-developed interpersonal abilities are desired. Knowledge and skill in working with the MVS mainframe computer at the Defense Manpower Data Center is highly desirable. This computer must be used in research projects to access and manipulate various personnel data bases as well as to transfer stored information to personal computers. The candidate must have or be able to obtain a Secret security clearance should an award be made.

### **Criminal Justice/Criminology**

The candidate should have a Masters degree (PhD preferred) in criminology or similar field, with a minimum of 1 year's experience (3 years preferred) in conducting research in security or personnel security. The individual should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, Writing skills and well-developed interpersonal abilities are desired for this position. The candidate must have or be able to obtain a Secret security clearance should an award be made.

### **Intelligence Expert**

The individual should have at least a Masters degree in international relations, national security affairs, political science, or a similar discipline, with a minimum of 5 years' experience in practicing or researching in the field of intelligence in the Federal government and in working with the intelligence community.

The individual should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, Writing skills and well-developed interpersonal abilities are desired for this position. The candidate must have or be able to obtain a Top Secret security clearance should an award be made.

### **Counterintelligence Expert**

The individual should have at least a Masters degree in international relations, national security affairs, political science or a similar discipline, with a minimum of 5 years' experience in conducting or managing counterintelligence in the Federal government and in working with the intelligence and counterintelligence communities.

The individual should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, Writing skills and well-developed interpersonal abilities are desired for this position. The candidate must have or be able to obtain a Top Secret security clearance should an award be made.

### **Educational Psychologist**

The individual should have a Masters degree (PhD preferred) in educational psychology or similar science, with a minimum of 1 year's experience (5 years preferred) in teaching or conducting research in the field.

The individual should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, Writing skills and well-developed interpersonal abilities are desired for this position. The candidate must have or be able to obtain a Secret security clearance should an award be made.

### **Social Psychologist**

The individual should have a Masters degree (PhD preferred) in social psychology or similar science, with a minimum of 1 year's experience (5 years preferred) in teaching or conducting research in the field. Experience related to DoD is preferred.

The individual should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, Writing skills and well-developed interpersonal abilities are desired for this position. The candidate must have or be able to obtain a Secret security clearance should an award be made.

### **Industrial/Organizational Psychologist\***

The candidate should have a Masters degree (PhD preferred) in industrial/organization psychology or similar science, with a minimum of 1 year's experience (5 years preferred) in teaching and conducting research in the field, along with experience with personnel security-related topics.

The individual should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, and have a strong familiarity with statistical packages such as SPSS and SAS. Excellent writing skills and well-developed interpersonal abilities are desired, as is experience in public speaking. The candidate must have or be able to obtain a Secret security clearance should an award be made.

### **Training Systems Expert**

The candidate should have a Masters (PhD preferred) in educational psychology or a related field, with a minimum of 1 year's experience (5 years preferred) in instructional systems development or related areas.

The individual should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, and have a strong familiarity with statistical packages such as SPSS and SAS. Excellent writing skills and well-developed interpersonal abilities are desired, as is experience in public speaking. The candidate must have or be able to obtain a Secret security clearance should an award be made.

### **Test and Measurement Psychologist\***

The candidate should have a Masters (PhD preferred) in Industrial/Organizational Psychology or related discipline, with a minimum of 1 year's experience (5 years preferred) in conducting major projects on test development, with an emphasis on personnel security or closely related topics.

The individual should be proficient in basic computer software programs, including Microsoft Office, PowerPoint, Excel, and Access, and have a strong familiarity with statistical packages such as SPSS and SAS. Excellent writing skills and well-developed interpersonal abilities are desired, as is experience in public speaking. The candidate must have or be able to obtain a Secret security clearance should an award be made.



CONTRACT DATA REQUIREMENTS LIST					Form Approved OMB No. 0704-0188			
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A. CONTRACT LINE ITEM NO. 0002			B. EXHIBIT A		C. CATEGORY TOP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> X			
D. SYSTEM/ITEM				E. CONTRACT/PR NO. To Be Determined		F. CONTRACTOR To Be Determined		
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Progress Reports				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section H.1 of Schedule		6. REQUIRING OFFICE See Section F			
7. DD 250 REQ LT *	9. DIST STATEMENT REQUIRED	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE *	13. DATE OF SUBSEQUENT SUBMISSION		ADDRESSEE		b. COPIES	
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								REQ
16. REMARKS * As required by the Program Officer, these reports, submitted periodically for the purpose of reporting progress, may be in the form of a letter report, or a technical report.					See Enclosure Number 1			
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1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Final Report				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section H.1 of the Schedule		6. REQUIRING OFFICE See Section F			
7. DD 250 REQ DD *	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See Section F		14. DISTRIBUTION			
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16. REMARKS * DD250 required only for acceptance by the Program Officer designated in Section F. Information copies of this report shall be distributed in accordance with Enclosure Number 1.					See Enclosure Number 1			
					15. TOTAL			
1. DATA ITEM NO.	2. TITLE OF DATA ITEM				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE			
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
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4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE			
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G. PREPARED BY Glance, Brian D.	H. DATE November 25, 1997	L. APPROVED BY ONR 252	J. DATE November 25, 1997
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A. CONTRACT LINE ITEM NO. 0004			B. EXHIBIT A		C. CATEGORY TOP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input checked="" type="checkbox"/>							
D. SYSTEM/ITEM				E. CONTRACT/PR NO. To Be Determined		F. CONTRACTOR To Be Determined						
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Progress Reports				3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section H.1 of Schedule			6. REQUIRING OFFICE See Section F						
7. DD 250 REQ  LT *		9. DIST STATEMENT REQUIRED		10. FREQUENCY  As Required		12. DATE OF FIRST SUBMISSION						
8. APP CODE				11. AS OF DATE  *		13. DATE OF SUBSEQUENT SUBMISSION						
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4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section H.1 of the Schedule			6. REQUIRING OFFICE See Section F						
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